

BENJAMIN J. CAYETANO
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

August 30, 2000

ORIGINAL

FILE

Hard delivered
9/7 10:45am

Mr. Michael Pietsch, President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813

Dear Mr. Pietsch:

The attached is the original and one copy of the Supplemental Agreement #2 to the original contract No. ICS-FY-99-052 for the completion of all work required for:

Part 2, second phase of the ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

Please execute the Supplemental Agreement and return both copies to the Department of Accounting and General Services, Information and Communication Services Division, within fifteen (15) calendar days after your receipt.

Proper execution by your company will require the following:

1. Supplemental Agreements signed by the Contractor's representative;
2. The corporate seal affixed on page 3, adjacent to the signature line of the Contractor;
3. Submission of the executed Contractor's Acknowledgment (page 5 of Agreement);
4. Submission of completed Standards of Conduct Declaration;
5. Submission of an original document authorizing the representative to sign the contract (Supplemental Agreement) (see the enclosed Certificate Re Corporate Resolution); and
6. Certificate of Current Cost or Pricing Data.

If you have any questions on this matter, please call Ms. Barbara Tom, Planning and Project Management Officer at (808) 586-1920.

cc - Deb Pyrek
Lois Kawano

Sincerely,

Lester M. Nakamura, Administrator
Information and Communication Services Division

Attachments

400076

CERTIFICATE RE CORPORATE RESOLUTION

The undersigned, being the corporate secretary of _____,
A _____ corporation, hereby certifies that the following resolution
was duly adopted by the board of Directors of said corporation at a meeting duly
called and held at _____, _____ on
_____, 19____ at which a quorum was present and acting throughout:

RESOLVED, that the _____ and the
_____ of this corporation be and each of them is hereby
authorized to execute on behalf of the corporation any bid, proposal, contract,
agreement, bonds, surety bonds, and other documents and instruments required by
any such bid, proposal, or contract with the State of Hawaii or any agency or
department thereof.

The undersigned further certifies that said resolution is in full force and effect
and unamended as of this _____ day of _____, 19____.

Corporate Secretary

(Affix corporate seal)

400077

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT RFP No. ICS-FY-99-052 - Part 2
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 2, executed on the respective dates indicated below, is effective as of July 1, 2000, 19//, between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)

(hereinafter "STATE"), by its State Comptroller
(Insert Title of State Officer Executing Agreement)

whose address is 1151 Punchbowl Street

Honolulu, Hawaii 96813, and

Title Guaranty of Hawaii, Inc. (hereinafter "CONTRACTOR"),

a Corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer

identification number are as follows: 235 Queen Street, Honolulu, Hawaii 96813

Taxpayer ID: GE#: 10005663

Federal ID: 990105031

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement

RFP No. ICS-FY-99-052 - Part 2

(Insert Agreement Number or other Identifying Information)

dated January 18, 2000, 19//, which was amended by Supplemental Agreement

No(s). 2 (this), dated July 1, 2000 (hereinafter collectively

referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree
to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- ☒ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- ☐ Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and
incorporated herein.

A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted
to the STATE prior to commencing any performance under this Supplemental Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree
to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- ☒ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- ☐ Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service ☐ is ☐ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 2 by their signatures on the dates below.

STATE:

By _____
Print Name Raymond H. Sato
Title State Comptroller
Date _____

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By _____
Print Name Timothy E. Johns
Title Chairperson, *
Date _____

*Board of Land and Natural Resources,
Director of Land and Natural Resources

CONTRACTOR:

By _____
Print Name Michael A. Pietsch
Title President and CEO *
Date _____

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:

Deputy Attorney General

400081

CONTRACTOR'S ACKNOWLEDGMENT

State of _____)
_____))
_____ County of _____)

SS.

On this _____ day of _____, 19 ____, before me personally
appeared _____, to me personally known, who being by me
duly sworn, did say that he/she is the _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/~~she~~/is authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument
as the free act and deed of the CONTRACTOR.

Notary Public, _____
My Commission Expires: _____

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CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-18.

(signature)

(date)

Raymond H. Sato

Print Name

State Comptroller

Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

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STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of RFP No. IFB-FY-99-052 *, are accurate, complete and current as of July 1, 2000 **.
 (month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

| | |
|--------------------------------|---|
| Firm: | Date of Execution:*** |
| Title Guaranty of Hawaii, Inc. | Supplemental Agreement Dated July 1, 2000 |

| | |
|--------------------|-----------------|
| Name: | Title: |
| Michael A. Pietsch | President & CEO |

(Signature)

(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

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STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of Title Guaranty of Hawaii, Inc., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Supplemental Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Supplemental Agreement, if the legislator or employee had been involved in the development or award of the Supplemental Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Supplemental Agreement by an Agency employee or, in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Supplemental Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Supplemental Agreement is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to this Supplemental Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.

6. CONTRACTOR has not been represented or assisted in the award of this Supplemental Agreement for a fee or other consideration by an individual who, a) within

the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Supplemental Agreement.

CONTRACTOR understands that the Supplemental Agreement to which this document is attached is voidable on behalf of the STATE if this Supplemental Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: _____, Hawaii, 19____.

CONTRACTOR

By Michael A. Pietsch

Title President and CEO

~~*Reminder to Agency: If "is" is checked, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Supplemental Agreement is entered into, a written justification as to why the Supplemental Agreement was not required to be competitively bid.~~

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SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT #2 FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Scope of Services to be provided by this Supplemental Agreement is as defined in RFP No. ICS-FY-99-052, the Contract Award Proposal Spreadsheet of 8/23/00, and the proposal of the Contractor submitted and awarded for completion of work for Part 2.

Part 2 Title Guaranty of Hawaii, Inc.:

Total Bid = 400,000 for 10 years of back file conversion

| | |
|---------------------------------|-------------------|
| Initial Contract: | 200,000.00 |
| This Supplemental Agreement #2: | <u>200,000.00</u> |
| Remaining | .00 |

400087

CONTRACT AWARD PROPOSAL

| | Task Timetable | Payment Schedule | | Due | | Contract by 6/2000 | Contract 7/1/2000 | Contract 11/2000 | |
|--------------------------------------|---------------------|------------------|---------------|-------|-----------------|--------------------|-------------------|------------------|-----------------------------|
| | | % | Amount | | | "A" | "B" | "C" | |
| Task 1 Implement BOC Network | 2/1/00 to 4/15/00 | 10 | \$ 23,051.93 | 2/15 | | | | | |
| | | 56 | \$ 135,315.18 | 3/15 | | | | | |
| | | 17 | \$ 40,837.24 | 3/15 | | | | | |
| | | 17 | \$ 41,577.86 | 4/15 | \$ 240,782.21 | \$ 240,782.21 | | | |
| Task 2 BCIS Requirement Verification | 2/1/00 to 2/29/00 | 100 | \$ 48,458.02 | 2/29 | \$ 48,458.02 | \$ 48,458.02 | | | |
| Task 3 Replace REG and LC System | 2/1/00 to 1/30/00 | 65 | \$ 326,223.28 | 3/31 | | \$ 326,223.28 | | | |
| | | 8 | \$ 38,339.34 | 5/30 | | \$ 38,339.34 | | | |
| | | 9 | \$ 43,541.39 | 5/30 | | \$ 43,541.39 | | | |
| | | 4 | \$ 21,979.02 | 7/30 | | | \$ 21,979.02 | | |
| | | 9 | \$ 45,833.04 | 9/30 | | | \$ 45,833.04 | | |
| | | 5 | \$ 27,603.99 | 11/30 | \$ 503,520.08 | | \$ - | \$ 27,603.99 | |
| Task 4 Imaging Capability - BOC | 2/1/00 to 6/30/00 | 9 | \$ 44,458.06 | 4/30 | | | | | |
| | | 52 | \$ 285,034.44 | 4/30 | | | | | |
| | | 8 | \$ 38,299.79 | 5/30 | | | | | |
| | | 15 | \$ 70,853.73 | 6/30 | | | | | |
| | | 17 | \$ 80,784.93 | 6/30 | \$ 519,230.95 | \$ 519,230.95 | | | |
| Task 5 Imaging Capability - BCIS | 2/1/00 to 7/30/00 | 55 | \$ 44,739.33 | 7/30 | | | | | |
| | | 45 | \$ 36,353.93 | 7/30 | \$ 81,093.26 | \$ 81,093.26 | \$ - | | |
| Task 7 Remote Access-Image Data | 2/1/00 to 10/31/00 | | | | | | | | "D" |
| (7b) Deliver Requirements Doc | | 38 | \$ 17,945.73 | 8/31 | | | | | |
| (7b) Completion of Prgms & Trng | | 31 | \$ 14,449.91 | 8/31 | | | | | |
| (7) Completion of Prgms & Trng | | 31 | \$ 14,771.80 | 10/31 | \$ 47,167.44 | \$ - | \$ 47,167.44 | | 12/1/00 - 2/1/01 SUPPORT |
| | | | | | | | | | \$ 146,818.88 |
| Task 10 Data Remediation | 2/1/00 to 9/30/00 | 18 | \$ 3,999.97 | 8/15 | | | | | |
| | | 49 | \$ 10,583.27 | 9/30 | | | | | |
| | | 33 | \$ 7,083.29 | 9/30 | \$ 21,668.53 | \$ 21,668.53 | \$ - | | |
| Subtotal: Tasks 1-5, 7 & 10 | | | | | \$ 1,463,918.47 | \$ 1,297,668.45 | \$ 130,646.03 | | |
| Task 6 Enable Remote Text Data | 8/1/00 to 8/31/00 | 100 | \$ 77,393.92 | | | | \$ 77,393.92 | \$ - | |
| Task 8 Public Access Text Data | 10/1/00 to 12/31/00 | 100 | \$ 139,472.55 | | | | \$ - | \$ 139,472.55 | |
| Task 9 Public Access Image Data | 11/1/00 to 12/31/00 | 100 | \$ 62,027.76 | | | | | \$ 62,027.76 | |
| Task 11 GIS Study | 12/1/00 to 12/31/00 | 100 | \$ 33,749.78 | | \$ 33,749.78 | | | \$ 33,749.78 | |
| TOTAL Tasks 1-11 | | | | | \$ 1,774,562.48 | | | | |
| Task 12 (1-5 years) | Title Guaranty | | | | \$ 200,000.00 | | | | |
| Task 12 (6-10 years) | Title Guaranty | | | | | | \$ 200,000.00 | \$ - | |
| | | | | | \$ 1,497,668.45 | \$ 414,039.95 | \$ 262,854.08 | | |
| Post Implementation Support - 1st | | | | | | | \$ - | \$ - | \$ 69,577.89 |
| TOTAL BID Tasks 1-12 | | | | | \$ 2,174,562.48 | | | | |
| Post Implementation Support - 2nd | | | | | | | \$ - | \$ - | \$ 77,240.99 |
| CONTRACT AWARDS BY 6/00 | "A" | | | | \$ 1,497,668.45 | | | | |
| CONTRACT AWARDS 7/00 | "B" | | | | | \$ 414,039.95 | | | |
| CONTRACT AWARD 11/00 | "C" | | | | | | \$ 262,854.08 | | |
| TOTAL OF CONTRACTS | | | | | | | | \$ 12,174,562.48 | |

Amended Contract Award 8/23/00

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TIME OF PERFORMANCE

SUPPLEMENTAL AGREEMENT #2 FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Time of Performance of Services is as defined in the RFP and amended by the Best and Final Offer Request letter included by reference by the original contract to Title Guaranty of Hawaii, Inc.

Supplemental Agreement #2 is expected to begin July 1, 2000 and end March 31, 2001

Title Guaranty of Hawaii, Inc. is expected to coordinate activities with the Part 1 Vendor. The Lange Group.

COMPENSTION AND PAYMENT SCHEDULE

SUPPLEMENTAL AGREEMENT #2 FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Compensation and Payment Schedule for this supplemental agreement is as defined in RFP No. ICS-FY-99-52, the Contract Award Proposal Spreadsheet of 8/23/00, and the proposal of the Contractor submitted and awarded for completion of work for Part 2 to Title Guaranty of Hawaii, Inc.

Compensation is as described in Attachment S1 – Scope of Services.

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SUPPLEMENTAL SPECIAL CONDITIONS

SUPPLEMENTAL AGREEMENT #2 FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

NONE.

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